

BEFORE  
JAMES R. COX  
ARBITRATOR

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PUBLIC EMPLOYMENT  
RELATIONS BOARD

MUSCATINE COUNTY  
SHERIFF'S DEPARTMENT

and

INTEREST ARBITRATION  
2002-2003 Contract  
CEO 1/3

TEAMSTERS LOCAL 238  
DISPATCHER AND CIVIL DEPUTIES UNIT

### DECISION AND AWARD

The Hearing in this matter was conducted by the Arbitrator in Muscatine, Iowa September 27, 2002. Assistant County Attorney Dana Christiansen presented the County case while the Union was represented by their Attorney Andrea Hoeschen. Each Representative filed a well-written Post-Hearing Brief October 11, 2002. It was agreed that the Award would issue within two weeks thereafter.

### THE ISSUE

At the time of the Interest Arbitration Hearing there were eight individuals employed in this Bargaining Unit. Sue Ryan and Cindy White are relatively long service Dispatchers with hourly base rates more than a dollar an hour higher than other Dispatchers. The Ryan rate is more than two dollars higher. In addition, there are two Civil Deputies, two part-time Dispatchers and two other full-time Dispatchers. Negotiations for the July 1, 2002-June 30, 2003 Labor Agreement commenced April 24, 2002. Agreement was reached on all issues except wages.

### STATUTORY PROVISIONS

Section 20.22 (9) the applicable Iowa Statute provides that the Arbitrator shall consider, in addition to any other relevant considerations, the following factors.

*(a) Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.*

*(b) Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.*

*(c) The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of service.*

*(d) The power of the public employer to levy taxes and appropriate funds for the conduct of its operation.*

I have carefully considered these factors and relevant considerations in reaching my determination on the issue before me. The inability of the Employer to finance economic adjustments is not a consideration here.

### **NEGOTIATIONS**

There had been three or four negotiation sessions before the parties elected to go to Mediation. During the last session prior to Mediation the Union had made a proposal to increase long service employees White and Ryan's wages by 1.50% effective July 1, 2002 with a second Step increase of 1.35% January 1, 2003. With an objective of obtaining catch up increases for the remaining lower paid members in the Unit, as of May 9<sup>th</sup>, the Union had sought an increase of \$1.00 an hour for each of the other positions – the other Dispatchers, full and part-time, and the two Civil Deputies. The cost of this proposal was calculated to constitute a 7.55% increase for the one-year term of the Agreement – dollar wise an increase of \$14,950.00 as opposed to the County proposal which had been costed out at \$5,942.00.

The County offer, prior to Mediation, contained the same percentage increases the Union sought for the two highest individuals and proposed that same percentage raise across the board - for all members of the Bargaining Unit. Such an approach would have increased the rate disparity between high and low paid individuals.

During Mediation, in the course of discussions, the Union modified its position. This final position adopted County proposed percentage increases for Ryan and White and the two Civil Deputies. The Union modified position sought a 50 cent increase effective July 1, 2002 and an additional 25 cent increase January 1, 2002 for the other members in the Unit working as Dispatchers. The County made no change in their position that there should be percentages increases of 1.50% effective July 1, 2002 and with a second Step increase of 1.35% January 1, 2003 for all employees in the Bargaining Unit.

This modified Union proposal was costed out at \$8,245.00. The dollar differential had been narrowed to \$2303. County and Union Committees had reached tentative agreement on what I have found to be the last Union position. The County Committee informed the Union that they could not come to final agreement on the modified proposal since the cost was in excess of their authority. They told the Union Committee that their tentative understanding would be subject to approval by the Board of Supervisors.

The proposal brought back to the Board of Supervisors had been the product of give and take during Mediation and reflected efforts made by the County Team to bring the Union position closer to that of the County.

The Board of Supervisors rejected the tentatively reached consensus and the Union thereafter brought the wage issue to Interest Arbitration.

While there was a contrary argument made during the Arbitration Hearing, I find that the final Union offer was the offer they had made during Mediation – not the offer the Union had proposed in May 2002 prior to Mediation.

The County proposal is costed out as a 3% increase. That 3% includes the already built in longevity increase.

### **The County Position**

The County stresses that their proposed 3% increase (1.50% of the base and longevity July 1, 2002 and 1.35% of those components effective January 1, 2003) is consistent with percentage increases granted by Muscatine County to employees in the other three Teamster represented Units as well as with increases granted the majority of non union County employees.<sup>1</sup> They assert that their proposal would provide a wage rate for the classifications in this Bargaining Union comparable with those in other representative Counties. They state, *“The County’s proposal will not put Muscatine County employees at the head of the pack, nor at the tail of it. This is important, as the Iowa code instructs that it is comparability, not superiority that should result from impasse procedures.”* They correctly maintain that Muscatine is not comparable to Johnson or Story Counties as asserted by the Union. The County costs the final Union proposal as a 4.3% increase.

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<sup>1</sup> In addition to the Dispatcher Unit, Local 238 represents Secondary Road, Deputy Sheriff and Correctional Officer Units.

### **The Union Position.**

The Union supports their position by asserting that it is the most reasonable last offer since it *"provides a very moderate wage increase to half of the bargaining unit and provides the other half with a flat rate increase necessary to allow them to catch up to dispatchers in their own department and in other departments."* They assert that the existing wage structure does not, over time, allow less senior Dispatchers to achieve relative wage parity with senior members of the Unit who perform the same work – that applying a percentage increase widens the spread between the higher and lower paid employees. There is no wage progression in the wage structure in contrast to comparables.

Furthermore the Union maintains that nearby Johnson County pays its dispatchers a start wage more than six percent higher than Muscatine and offers a top rate 13% higher than in Muscatine – a rate that employees can reach in seven years. As noted, I do not find Johnson County to be a proper comparable.

### **Bargaining Unit Work**

The evidence establishes that employees in this Bargaining Unit provide dispatching services for fire, police and ambulances for the County and a nearby municipality. They respond to calls and dispatch for the fire, police and ambulance services and handle 911 calls as well as related duties. In 2000 Muscatine County records showed 2,592 offenses while Jasper County had 448, Warren County 1,776<sup>2</sup>, Lee County 2,260 offenses and Johnson County 6,754 offenses.

Over the past five years, while the volume of that work has significantly increased, there has been little change in the number of personnel in this Unit.<sup>3</sup> Arrest activity has increased in Muscatine County and the number of deputies on staff is higher.

## **COMPARABLES**

### **Muscatine**

During 2002 an applicant for a Dispatcher position at the County rejected an offer of employment instead taking a comparable Public Safety Dispatcher Position with the City of Muscatine. After some time the position was filled. According to a County Exhibit, that City position pays \$12.44 to start with built in Step increases upon reaching 1, 2, 7 and 13 years of

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<sup>2</sup> Warren County had 748 in the Sheriff's Office,

<sup>3</sup> The evidence did show that occasionally Sheriff Deputies fill in and assist the Dispatchers during peak periods when they can be taken off the street.

service respectively. The wage for employees with 2 years service is \$13.42. Muscatine County has no step increase schedule.

### **Wages in Comparable Counties**

Union research identified Dispatchers in ten Counties that they considered comparable.. Some of these Counties, however, had substantially greater populations - such as Blackhawk (128,000), Dubuque (89,000), Johnson (111,000) and Story County (almost 80,000). These Counties also have population characteristics different than Muscatine. Two have large percentages of students that not only distort the number of residents but tend to require disproportionate police services. Other Counties cited by the Union, like Cerro-Gordo and Cherokee (and Dallas relied upon by the County), are relatively distant from Muscatine and clearly not in the same recruitment area.

Many of the listed classifications show a position name in addition to Dispatcher and make comparability difficult. For example, wage rates for a Dispatcher/*Correctional Officer* in nearby Lee County range from \$11.11 to \$12.87 effective July 1, 2002. It is noteworthy that Lee County shows a population loss. Muscatine County's 2000 population was 41,722 – an increase of 4.5% over 1990.

Jasper County had a rate range for *Jailers* and Dispatchers of \$11.36 to \$14.10 as of July 1, 2000. In Story County Dispatchers/*Matrons* have a July 1, 2002 rate range from \$13.50 to \$17.18. In smaller Iowa County, there is a full time Dispatcher rate range of \$11.56 to \$13.68.

### **ANALYSIS**

The County's final offer is approximately 3% and the Union's final offer made in mediation 4.30%. I note that at the time of the Hearing all eight positions have been filled and two of the employees had completed their probationary periods since the onset of the initial cost calculations in negotiations.

The evidence shows that a Dispatcher with two years service in Muscatine County as of January 1, 2003 will be at the \$12.39 level but only including base wage, longevity and shift differential. The base start rate in Muscatine County is \$12.04 while at the City there was a start rate shown of \$12.44 and a rate after two years of \$13.42 - significantly higher than at the County. According to the evidence presented, the County directly competes with the City in recruiting Dispatchers and the City pays substantially more, not only at the entry level, but for additional years of service.

Warren County had a start rate as of fiscal 2003 of \$14.25. After a year that structure provides an increase to \$14.87 and, after two years, a \$15.51 rate. The Dispatcher rate range there in July 1, 2002 was \$14.25 to \$16.13. I did not give any consideration to certain relied upon comparables such as those in Dallas and Cerro Gordo Counties since, although they do have approximately the same population as Muscatine, they are some distance from the Muscatine employment area.

The County costing of their wage proposals includes built in longevity pay. I recognize that, although longevity costs are automatically provided, they do require new money.

There is merit to the Union's objective of modifying the wage disparities within the Unit. There was no showing that the more senior personnel perform different duties than the lower paid. Utilization of the percentage approach suggested by the County for each incumbent would only increase the spread. The modified Union proposal does have the effect of providing the lower paid employees a larger cents per hour increase - thus moving their wages closer to a position of internal equity within the classification.

More significantly, unlike the offer they made prior to Mediation, the Union final offer is more comparable than the County last offer to the wages paid employees in the most comparable units proximate to Muscatine County.

#### **AWARD**

In accordance with the applicable Iowa Statute provisions, based upon the evidence, the Arbitrator makes the following impasse item determination.

#### **WAGES**

The Arbitrator selects the final offer of the Union.

James R. Cox  
Arbitrator

Issued this 18<sup>th</sup> day of October 2002

#### **CERTIFICATE OF SERVICE**

I certify that on the 18<sup>th</sup> day of October 2002, I served the foregoing Award on each of the parties to this matter both by Fax and by mailing a copy to them at their respective addresses.

I further certify that on the 18<sup>th</sup> day of October 2002, I have served this Award for filing with the Iowa Public Employment Relations Board at 514 East Locust, Suite 202, Des Moines, Iowa 50309.

James R. Cox  
Arbitrator